



# SEABOARD COAST LINE RAILROAD COMPANY

ROBERT E. NORTHUP  
VICE PRESIDENT AND SECRETARY

J. L. WILLIAMS  
ASSISTANT VICE PRESIDENT  
AND ASSISTANT SECRETARY

3600 West Broad Street  
Richmond, Virginia 23230

RECORDATION NO. 9244 Filed & Recorded

February 21, 1978

FEB 21 1978 - 3 40 PM

RECEIVED  
FEB 21 1978  
CLASSIFICATION UNIT

Mr. H. G. Homme, Jr. INTERSTATE COMMERCE COMMISSION  
Acting Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Homme:

I am enclosing for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, counterparts Nos. 1 through 8, inclusive, of Reconstruction Agreement dated as of January 1, 1978, described in detail below. Such document by its terms provides that each counterpart shall be deemed an original and, accordingly, counterpart No. 2 may be treated as the original and the others as counterparts thereof.

1. Names and addresses of the parties to the Reconstruction Agreement

(a) Rebuilder - Seaboard Coast Line Railroad Company,  
3600 West Broad Street, Richmond, Virginia 23230

(b) Owner - Trust Company for USL, Inc.,  
1211 West 22nd Street, Oak Brook, Illinois 60521

2. Description of the equipment as reconstructed

Identifying marks

"Owned By and Leased From a Bank or Trust Company, as Trustee, and Subject to a Security Agreement Filed Under the Interstate Commerce Act, Section 20c"

8-052A231  
FEB 21 1978

Date .....

Fee \$ 50-

ICC Washington, D. C.

*M. B. Anderson, Jr.*  
*Clarence Paul*

Mr. H. G. Homme, Jr. - 2

<u>General</u> <u>Description</u>	<u>Type of</u> <u>Equipment</u>	<u>A.A.R.Mech.</u> <u>Design.</u>	<u>Number</u>	<u>SCL Road Numbers</u>
Box Cars	50' 55-ton	XM and XL	250	28300-28549, incl.

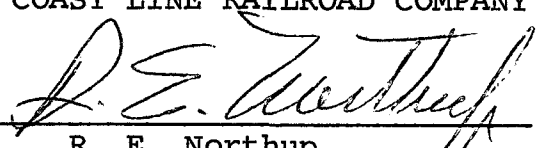
3. Counterparts Nos. 2 through 8 of the above mentioned document should be returned to Mr. Erle J. Zoll, Jr., representing the undersigned, 1000 Connecticut Avenue, N. W., Washington, D. C. 20036.

I am enclosing this company's voucher in the amount of \$50.00 made payable to the Commission covering the recordation fee for the above mentioned document.

Very truly yours,

SEABOARD COAST LINE RAILROAD COMPANY

By

  
R. E. Northup  
Vice President and Secretary

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**2/21/78**

**OFFICE OF THE SECRETARY**

**R.E. Northup**  
**Vice President & Secretary**  
**SeaBoard Coast Line Railroad Company**  
**3600 West Broad Street**  
**Richmond, Virginia 23230**

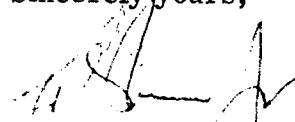
Dear

**Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **2/21/78** at **3:40**,  
and assigned recordation number(s)

**9244, 9244-A & 9244-B**

Sincerely yours,

  
**H.G. Homme, Jr.**  
**Acting Secretary**

Enclosure(s)

**SE-30-T**  
**(6/77)**

1264  
RECORDATION NO. .... Filed & Recorded

FEB 21 1978 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

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RECONSTRUCTION AGREEMENT

Dated as of January 1, 1978

Between

SEABOARD COAST LINE RAILROAD COMPANY  
as Rebuilder

and

TRUST COMPANY FOR USL, INC.,  
as Trustee under Seaboard Coast Line Trust No. 27  
BB 8WR8F

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(Seaboard Coast Line Trust No. 27)  
(250 Rebuild 50 Foot Boxcars)

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### Attachments to Reconstruction Agreement:

Schedule A - Description of Equipment

Annex I Schedule A - Specifications for Reconstruction

## RECONSTRUCTION AGREEMENT

### SEABOARD COAST LINE RAILROAD COMPANY

THIS RECONSTRUCTION AGREEMENT dated as of January 1, 1978 between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Rebuilder") and TRUST COMPANY FOR USL, INC., an Illinois trust company as trustee (the "Owner") under a Trust Agreement dated as of January 1, 1978 with NEMLC Leasing Associates No. 1, a Massachusetts limited partnership (the "Trustor") providing for the creation of the trust known as Seaboard Coast Line Trust No. 27;

#### W I T N E S S E T H:

WHEREAS, the Owner and the Rebuilder have entered into a Participation Agreement dated as of January 1, 1978 (the "Participation Agreement") with the Trustor and the Note Purchaser (the "Note Purchaser") named in Schedule 1 thereto;

WHEREAS, pursuant to a Hulk Purchase Agreement dated as of January 1, 1978 (the "Hulk Purchase Agreement") between the Owner and the Rebuilder, (attached hereto as Appendix I and made a part hereof) the Owner has purchased and is the owner of 250 50 foot used boxcars (collectively the "Hulks" and individually a "Hulk") which are to be reconstructed by the Rebuilder in accordance with the specifications therefor set forth in Schedule A hereto (hereinafter, with such modifications therein as may be approved by the Parties hereto, called the "Specifications"); and the Owner proposes to pay for such reconstruction of the Hulks at the price, in the manner and upon the terms and conditions hereinafter provided; and

WHEREAS, concurrently with the execution and delivery of this Agreement, the Owner and the Rebuilder are entering into an Equipment Lease dated as of January 1, 1978 (the "Lease") pursuant to which the Owner will, upon completion of the reconstruction of a Hulk (such reconstructed Hulk being herein called an "Item of Equipment" and collectively the "Equipment"), lease, as lessor, the Item of Equipment to the Rebuilder, as lessee;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth, the Owner and the Rebuilder hereby agree as follows:

## SECTION 1. RECONSTRUCTION OF THE EQUIPMENT.

The Rebuilder agrees (i) to reconstruct the Hulks, in accordance with the Specifications, for the Owner, (ii) to number and mark each Item of Equipment with the road numbers specified in Schedule A hereto, (iii) to cause each Item of Equipment to be plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each Item of Equipment in letters not less than one inch in height, the words "Owned By and Leased From a Bank or Trust Company, as Trustee, and Subject to a Security Agreement Filed Under the Interstate Commerce Act, Section 20c.", and (iv) to deliver the Equipment to the Owner, as and when so reconstructed, marked and numbered, all for the Reconstruction Price provided in Section 5 hereof. The Rebuilder warrants to the Owner that the design, quality and component parts of the Equipment as so reconstructed will conform to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads applicable to railroad equipment of the character of the Equipment as so reconstructed as of the date of this Agreement.

## SECTION 2. TIME AND PLACE OF DELIVERY.

The Owner will deliver the Hulks, or cause the Hulks to be delivered, to the Rebuilder at the plant of the Rebuilder in Waycross, Georgia. The Rebuilder will deliver the reconstructed Equipment to the Owner for acceptance in the manner provided in Section 4 hereof at the delivery point or points mutually agreed upon by the Owner and the Rebuilder from time to time following the execution and delivery of this Agreement, but such delivery and acceptance for each Item of Equipment shall take place prior to the Outside Delivery Date provided in Section 3 hereof. The Rebuilder agrees that it will not accept for reconstruction, nor commence any reconstruction of, any Hulk if (i) the Rebuilder does not reasonably anticipate that such Hulk will be fully reconstructed prior to the Outside Delivery Date provided in Section 3 hereof, (ii) an Event of Default under the Lease, or an event (including the commencement of any proceeding or the filing of any petition of the nature specified in Sections 14.1(e) and 14.1(f) of the Lease) which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default thereunder, shall have occurred, (iii) the Owner is no longer obligated under the terms of the Hulk Purchase Agreement to accept delivery of and to pay for

any additional Hulks thereunder for any of the reasons therein provided, or (iv) the Owner or the Note Purchaser shall have delivered written notice to the Rebuilder that any of the conditions contained in Section 4.1 or 4.2 of the Participation Agreement have not been satisfied or waived.

### SECTION 3. OUTSIDE DELIVERY DATE.

In the event that all Items of Equipment have not been reconstructed, delivered and accepted hereunder on or prior to July 14, 1978, this Agreement shall be deemed to apply only to such Items of Equipment as have been reconstructed, delivered and accepted on or prior to said date and the Owner shall have no liability for any part of the reconstruction cost of any Item of Equipment not reconstructed, delivered and accepted on or prior to July 14, 1978.

### SECTION 4. INSPECTION AND ACCEPTANCE.

The Owner agrees that acceptance by an authorized representative of the Rebuilder, as lessee, of a reconstructed Item of Equipment under the Lease shall constitute acceptance of such Item by the Owner hereunder. From the time any Item of Equipment is delivered to the Rebuilder until such delivery of the reconstructed Item of Equipment, the responsibility and risk of loss with respect thereto shall be borne by the Rebuilder.

### SECTION 5. PAYMENT FOR RECONSTRUCTION OF EQUIPMENT.

The Reconstruction price per Item of Equipment shall be \$10,280. The Reconstruction Price per Item of Equipment shall be set forth in an invoice covering the respective Items furnished by the Rebuilder to the Owner on or prior to the Closing Date under the Participation Agreement, which invoice shall be certified by the Rebuilder to the effect that the Total Cost (as defined in the Participation Agreement) of the Items of Equipment covered thereby does not exceed the price that would be charged by an independent builder of equipment similar in nature to such Items of Equipment. Subject to the fulfillment of the conditions set forth in Section 4.1 and 4.2 of the Participation Agreement, payment of the Reconstruction Price for each Item of Equipment shall be made to the Rebuilder on the Closing Date therefor under the Participation Agreement by wire transfer of immediately available funds to such bank located in the United States as



## SECTION 6. RECONSTRUCTION WARRANTY.

The Rebuilder warrants that the Hulks will be reconstructed in accordance with the Specifications and warrants the reconstructed Items of Equipment will be free from defects in material, workmanship and design under normal use and service, the obligation of the Rebuilder under this Section 6 being limited to making good at its plant any part or parts of any reconstructed Item of Equipment, which shall, within one year after the delivery of such reconstructed Item of Equipment to the Owner, be returned to the Rebuilder with transportation charges prepaid, and which examination by the Rebuilder shall disclose to its satisfaction to have been thus defective. This warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of the Rebuilder except as herein provided, and the Rebuilder neither assumes nor authorizes any person to assume for it any other liability in connection with the reconstruction of the Equipment and delivery of the reconstructed Equipment except as aforesaid. The Rebuilder further agrees with the Owner that the acceptance of any reconstructed Item of Equipment hereunder shall not be deemed a waiver by the Owner of any of its rights under this Section.

## SECTION 7. REPRESENTATION AND WARRANTY AS TO TITLE.

The Rebuilder represents that upon completion of the reconstruction of each Item of Equipment hereunder, at the time of delivery and acceptance by the Rebuilder of such Item as lessee under the Lease, such Item will be free and clear of all liens and encumbrances of persons claiming by, through or under the Rebuilder other than the right of the Rebuilder to be paid the Reconstruction Price for such Item as herein provided. The Rebuilder further warrants that it will pay and discharge any and all claims arising by, through or under the Rebuilder which might constitute or become a lien or charge upon such Item unless the Rebuilder shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Owner to such Item. The Rebuilder's obligations under this Section 7 shall survive the completion of reconstruction and payment for the Equipment as provided herein.

## SECTION 8. REBUILDER'S INDEMNITY.

The Rebuilder hereby agrees to indemnify and hold the Owner, the Trustor, the Note Purchaser and their respective successors, assigns, directors, officers, partners (and directors and officers of partners) and agents harmless from and against any and all losses, claims, liabilities and expenses which arise out of or relate to the ownership of any Hulk during the period

of reconstruction thereof or the reconstruction of such Hulk or any testing or other processing of such Hulk prior to acceptance by the Rebuilder of such reconstructed Hulk as lessee under the Lease (including claims for patent, trademark or copyright infringement in connection with the reconstruction of such Hulk as provided herein and claims for strict liability in tort).

SECTION 9. NOTICES.

Any notice to be given by either party hereto to the other shall be in writing and deemed to be properly served if delivered, or addressed and deposited in the United States mails, certified, first-class, postage prepaid, as follows:

If to the Rebuilder:

Seaboard Coast Line  
Railroad Company  
3600 West Broad Street  
Richmond, Virginia 23230

Attention: L. G. Anderson  
Vice President and  
Treasurer

If to the Owner:

Trust Company for USL, Inc.,  
as Trustee under Seaboard  
Coast Line Trust No. 27  
1211 West 22nd Street  
Oak Brook, Illinois 60521

Attention: Trust Officer

with a copy to:

United States Lease Financing,  
Inc.  
633 Battery Street  
San Francisco, California 94111

Attention: Vice President-  
Operations

If to the Trustor:

NEMLC Leasing Associates No. 1  
c/o New England Merchants  
Leasing Corporation  
P. O. Box 2332  
Boston, Massachusetts 02107

Attention: Vice President  
Administration

If to the Note Purchaser:

National Bank of Commerce  
One Commerce Square  
Memphis, Tennessee 38150

Attention: William H. Norcross  
Vice President

or delivered or addressed to either party as such other address as such party shall hereafter furnish to the other party in writing.

SECTION 10. SUCCESSORS AND ASSIGNS.

References to any party herein shall be deemed to include the successors and assigns of such party; provided, however, that no assignment by the Rebuilder or any assignee thereof shall subject any assignee to, or relieve the Rebuilder from, any of the obligations of the Rebuilder hereunder. Each party hereto may conclusively assume that there has been no assignment of the other party's rights under this Agreement unless and until it shall have been notified in writing of any such assignment by such assignor.

SECTION 11. LAW GOVERNING.

This Reconstruction Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 12. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

SEABOARD COAST LINE RAILROAD COMPANY

By   
Its Vice President and Treasurer

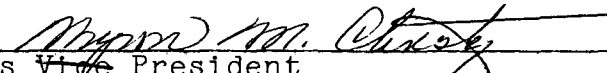
REBUILDER

(Seal)

Attest:

  
Assistant Secretary

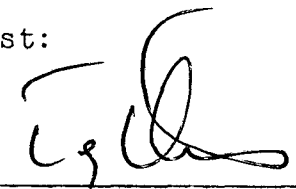
TRUST COMPANY FOR USL, INC., as  
Trustee under Seaboard Coast Line  
Trust No. 27

By   
Its Vice President

OWNER

(Seal)

Attest:



(to Reconstruction Agreement)

STATE OF ~~CALIFORNIA~~ *Illinois* )  
                                     *Cook*         ) SS  
~~CITY AND COUNTY OF SAN FRANCISCO~~)

Shane D. Baxter  
Notary Public

My commission expires: June 30, 1981

On this 19th day of February, 1978, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CW Whitehurst  
Notary Public

-8-

DESCRIPTION OF EQUIPMENT

General Description of  
Hulks

250 50 Foot Used Boxcars  
to be selected from  
Series SCL 631000 through  
SCL 632499, and SCL 821000  
through SCL 821699, all  
inclusive

Reconstruction  
Specifications:

As set forth in Annex I  
hereo

Description of Reconstructed  
Items of Equipment:

250 50 Foot Rebuilt Boxcars,  
Marked and Numbered SCL 28300  
to SCL 28549, both inclusive

Reconstruction Price:

\$10,280 per Item (\$2,570,000  
for 250 Items)

Outside Delivery Date for  
Rebuilt Items of Equipment:

July 14, 1978

Place of Delivery of Rebuilt  
Items of Equipment:

Rebuilding Plant of Rebuilder  
as Waycross, Georgia

(Seaboard Coast Line Trust No. 27)

SCHEDULE A  
(to Reconstruction Agreement)

STATEMENT OF  
RECONSTRUCTION SPECIFICATIONS - ROLLER BEARING BOX CARS

Reconstruction will be performed to all components as required to restore the car to dependable service for the prescribed time.

Major components receiving attention follows:

- ROLLER BEARING TRUCKS: Disassemble roller bearing trucks for thorough inspection, replace wear plates, provide serviceable wheel assemblies meeting AAR requirements, and lubricate journal roller bearings as required. Replace springs as necessary to maintain desired spring travel and return all brake levers and components to standard.
- BODY: Restore all car body components including flooring and side lining to good condition, repair or replace doors and service hardware. Provide reinforcement as required to body bolsters, side sills, and end sills, repair draft gear stops and install draft gear of capacity designed for the car, replace couplers and yokes, and apply an automatic double-acting slack adjuster in the foundation brake rigging.
- AIR BRAKES: Apply new ABD service and emergency valves. Overhaul brake cylinders, replace all gaskets and hose as necessary and perform prescribed air brake tests. Apply new or factory reconditioned handbrake and bell-crank.
- PAINTING: The entire car will be sand blasted inside and out to provide a surface suitable for painting. The car interior will be primed prior to installation of side lining and exterior will receive standard color paint of sufficient mil thickness for proper protection.
- GENERAL: Reconstruction and testing of car components will be performed to meet AAR standards and will prescribe to all interchange rules, and requirements of DOT and FRA.

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HULK PURCHASE AGREEMENT

Dated as of January 1, 1978

Between

SEABOARD COAST LINE RAILROAD COMPANY

SELLER

and

TRUST COMPANY FOR USL, INC.,  
as Trustee under Seaboard Coast Line Trust No. 27

PURCHASER

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(Seaboard Coast Line Trust No. 27)  
(250 Rebuilt 50 Foot Boxcars)



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### Attachment to Hulk Purchase Agreement:

Schedule A - Certificate of Acceptance  
Under Hulk Purchase Agreement

## HULK PURCHASE AGREEMENT

THIS HULK PURCHASE AGREEMENT dated as of January 1, 1978 between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation (the "Seller") and TRUST COMPANY FOR USL, INC., an Illinois trust company, as trustee (the "Purchaser") under a Trust Agreement dated as of January 1, 1978 with NEMLC Leasing Associates No. 1, a Massachusetts limited partnership (the "Trustor") providing for the creation of the trust known as Seaboard Coast Line Trust No. 27;

### W I T N E S S E T H:

WHEREAS, the Seller and the Purchaser have entered into a Participation Agreement dated as of January 1, 1978 (the "Participation Agreement") with the Trustor and the Note Purchaser named in Schedule I thereto:

WHEREAS, the Seller owns 250 used 50 foot boxcars (the "Hulks"); and

WHEREAS, the Purchaser desires to purchase the Hulks from the Seller for the Purchase Price provided herein, to thereupon arrange for the reconstruction of the Hulks by the Seller, and following such reconstruction to lease such reconstructed boxcars to the Seller pursuant to an Equipment Lease dated as of January 1, 1978 (the "Lease") between the Purchaser, as lessor, and the Seller, as lessee.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth, the Purchaser and the Seller hereby agree as follows:

### SECTION 1. SALE OF HULKS.

The Seller will sell the Hulks to the Purchaser, and the Purchaser will purchase the Hulks from the Seller and pay the Purchase Price (as defined in Section 4 hereof) therefor, all pursuant to the terms and provisions set forth herein.

### SECTION 2. DELIVERY OF HULKS BY SELLER.

The Seller will deliver the Hulks to the Purchaser, or its designated representative authorized to accept delivery thereof, at the delivery point or points designated by the Seller and acceptable to the Purchaser. Delivery of the Hulks shall commence as soon as practicable and shall be completed on or before July 14, 1978.

SECTION 3. DELIVERY OF TITLE DOCUMENTS BY SELLER.

Concurrent with delivery of each Hulk pursuant to Section 2 hereof, and the acceptance thereof by the Purchaser as evidenced by a Certificate of Acceptance delivered by the Purchaser or its authorized representative to the Seller, which Certificate of Acceptance shall be substantially in the form attached hereto as Exhibit A, the Seller shall deliver to the Purchaser:

(a) A Bill of Sale of the Seller transferring title to such Hulk to the Purchaser and warranting that at the time of delivery of such Hulk to the Purchaser the Seller had legal title to such Hulk and good and lawful right to sell the same and that title to such Hulk transferred to the Purchaser by such Bill of Sale was, at the time of delivery of such Hulk to the Purchaser, free of all claims, liens and encumbrances of any nature; and

(b) A written opinion of counsel for the Seller to the effect that such Bill of Sale has been duly authorized, executed and delivered by the Seller and constitutes a valid, legal and binding agreement of the Seller enforceable in accordance with its terms, and that such Bill of Sale is valid and effective to transfer, and does transfer, good title to such Hulk to the Purchaser free and clear of all claims, liens and encumbrances of any nature.

SECTION 4. PAYMENT FOR HULKS BY PURCHASER.

The base purchase price (the "Purchase Price") per Hulk, including freight charges, if any, to place of delivery shall be \$850. The Purchase Price per Hulk shall be set forth in an invoice furnished by the Seller to the Purchaser on or prior to the Closing Date with respect to such Hulk under the Participation Agreement. Subject to the fulfillment of the conditions set forth in Section 4.1 of the Participation Agreement, payment of the Purchase Price for all Hulks shall be made to the Seller on the Closing Date with respect to such Hulk under the Participation Agreement by wire transfer of immediately available funds to such bank located in the United States as the Seller shall designate to the Purchaser in writing.

SECTION 5. LIMITATION ON PURCHASER'S OBLIGATIONS TO ACCEPT AND PAY FOR HULKS.

Notwithstanding anything to the contrary contained herein, the Purchaser shall have no obligation to accept any Hulk, or to pay the Purchase Price therefor, if such Hulk is delivered hereunder after (i) an Event of Default under the Lease, or an event (including the commencement of any proceeding or the filing

of any petition of the nature specified in Sections 14.1(e) and 14.1(f) of the Lease) which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default thereunder, shall have occurred, or (ii) the Purchaser shall have delivered written notice to the Seller that any of the conditions contained in Section 4.1 of the Participation Agreement have not been satisfied or waived.

SECTION 6. LAW GOVERNING.

This Hulk Purchase Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 7. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

SEABOARD COAST LINE RAILROAD COMPANY

By \_\_\_\_\_  
Its Vice President and Treasurer

TRUST COMPANY FOR USL, INC.,  
as Trustee under Seaboard  
Coast Line Trust No. 27

By \_\_\_\_\_  
Its Vice President

CERTIFICATE OF ACCEPTANCE  
UNDER HULK PURCHASE AGREEMENT

TO:           Seaboard Coast Line Railroad Company  
              as Seller (the "Seller") under  
              the Hulk Purchase Agreement dated  
              as of January 1, 1978

I, a duly appointed inspector and authorized representative of Trust Company for USL, Inc., as Trustee under Seaboard Coast Line Trust No. 27 (the "Purchaser"), as Purchaser under the Hulk Purchase Agreement dated as of January 1, 1978 (the "Hulk Purchase Agreement") between the Seller and the Purchaser, do hereby certify that I have inspected, received, approved and accepted delivery, on behalf of the Purchaser under the Hulk Purchase Agreement, of the following items of Equipment:

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF ITEMS:

ROAD MARK AND NUMBER  
OF ITEMS:

Inspector and Authorized Representative  
of the Purchaser

Dated: \_\_\_\_\_, 1978

(Seaboard Coast Line Trust No. 27)

SCHEDULE A  
(to Hulk Purchase Agreement)